

JUN 29 2015

54667/93

ASSIGNMENT OF RESERVED ROOF RIGHTS

RECORDED LAND COUNTER

THIS ASSIGNMENT is made this ^{15th} day of June, 2015, by Mother Brook, LLC, a Massachusetts limited liability Company (the "LLC") to the Lofts at Westinghouse Condominium Association (the "Association") whose By-laws are dated December 23, 2009 and recorded with Suffolk Registry of Deeds in Book 45949, Page 149.

WHEREAS, the LLC was the Declarant of the Master Deed of Mother Brook Condominium (the "Primary Condominium") as amended by the various instruments, and most recently by the Second Amended and Restated Master Deed recorded on November 4, 2014 with said Deeds in Book 53675, Page 169 (the "Primary Master Deed"); and

WHEREAS, the Primary Condominium contains ten (10) units, including Unit 6, a/k/a Primary Unit 6; and

WHEREAS, the LLC, as the owner of Unit 6, subsequently submitted Unit 6 to the provisions of G.L. c. 183A by the recording of the Master Deed of The Lofts at Westinghouse Condominium (the "Secondary Condominium") with said Deeds in Book 45949, Page 1 and established the Association to manage and maintain the Common Elements of the Secondary Condominium; and

WHEREAS, the LLC reserved to itself and its successors and assigns, in Article V, Section 5.9 of the Primary Master Deed, certain perpetual rights and easements to erect, install, operate, maintain, inspect, repair, replace, alter, extend or remove solar panels and appurtenant equipment on the roofs of certain Units of the Primary Condominium (the "Roof Rights"); and

WHEREAS, said Roof Rights include rights to the roof over Unit 6 of the Primary Condominium, which consists of the entire Building C as described in the Primary Master Deed (the "Unit 6 Roof Rights") located at One Westinghouse Plaza, Boston, MA; and

WHEREAS, the LLC has agreed to assign all of the Unit 6 Roof Rights to the Association;

NOW, THEREFORE, for consideration of Twenty Thousand (\$20,000.00) Dollars paid, the LLC hereby assigns to the Association the Unit 6 Roof Rights in perpetuity and hereby agrees to relinquish any and all rights it may have in and to the Unit 6 Roof Rights from and after the date hereof.

MERRILL & McGEARY
100 State Street #200
Boston, MA 02109

The Association accepts such assignment, and hereby agrees to indemnify and hold harmless the LLC from and against any and all loss or damage arising from, or in connection with, Unit 6's exercise of the Roof Rights after the date hereof, including but not limited to the installation of a solar array on the roof.

[Signatures on following pages]

Executed under seal on the day and year first above written.

MOTHER BROOK, LLC,
a Massachusetts limited liability company

By: [Signature]
Harold Brown, Manager

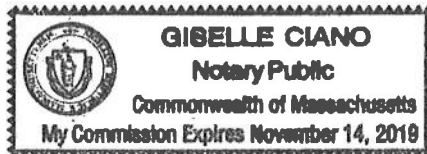
COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

On this 15th day of June, 2015, before me, the undersigned notary public, personally appeared Harold Brown, Manager of Mother Brook, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed above and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Mother Brook, LLC.

[Signature]

Notary public
My commission expires:



LOFTS AT WESTINGHOUSE CONDOMINIUM,
ASSOCIATION, By its Board of Managers

By: Pamela J. Ross
Pamela J. Ross

By: Matthew McCue
Matthew McCue

By: Patricia Case
PATRICIA CASE

By: Carole S. Allen
Carole S. Allen